

7. Excel and Finisher intend and agree that the sale and purchase date for the market hogs is the date that the market hogs are physically delivered to Excel. The final determination of the purchase price shall be made after slaughter.

8. Finisher agrees to comply with the following standards:

a. Raise market hogs in facilities that meet the current accepted standards for raising improved genetic animals under Excel-approved nutrition and management programs for maximization of quality lean meat.

b. Maintain at least the highest quality assurance level in affect at any given time as set by the National Pork Producers Council (currently Level III).

c. Maintain all drug withdrawals at levels that allow Excel to sell pork products in all export markets in which it is currently doing, or may begin to do, business in. Finisher agrees to withdraw all oral tetracycline products a minimum of two (2) weeks prior to slaughter.

d. Maintain the highest health standards via proper ventilation for the market hogs prior to delivery, good vermin control, thorough cleaning and disinfecting, limited access for visitors, and necessary and documented immunizations.

e. Handle the market hogs in such a way as to minimize the damage to muscle tissue through bruising, improper injections, or other invasive procedures.

f. Comply with the following meat quality standards:

i. A minimum average pH reading, taken by Excel prior to carcass chilling, of 6.1 for any one lot and seventy-five percent of the Hogs in any one lot having a minimum pH reading that is equal to or greater than one standard deviation below the slaughter plant average on the day the hogs are slaughtered. Excel may use a different method of measuring compliance with such standards without prior notice to Producer.

ii. A minimum Minolta reading of 49.4 or less, or as amended from time to time by Excel.

iii. A minimum average lean percentage of 50% as measured by the Fat-O-Meter or other device that Excel may subsequently use to measure the lean percentage for use in the carcass merit program.

iv. Notwithstanding the foregoing, Excel may use a different method of measuring compliance with such meat quality standards without prior notice to Producer.

If, during the term of this Agreement, Excel notifies Finisher in writing that, in its good faith belief, the Finisher no longer produces market hogs that meet the Standards